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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 STARR INDEMNITY & LIABILITY
9 COMPANY,

10 Plaintiff,

11 v.

12 POINT RUSTON LLC, *et al.*,

13 Defendants.
14

Case No. C20-5539-RSL

ORDER GRANTING
DEFENDANT'S RENEWED
MOTION FOR OLYMPIC
STEAMSHIP FEES

15 This matter comes before the Court on defendants' Renewed Motion for Olympic
16 Steamship Fees (Dkt. # 92). The motion is unopposed. See Local Rules W.D. Wash. 7(b)(2)
17 (explaining "if a party fails to file papers in opposition to a motion, such failure may be
18 considered by the court as an admission that the motion has merit").

19 Under Washington law, "an award of fees is required in any legal action where the
20 insurer compels the insured to assume the burden of legal action[] to obtain the full benefit of
21 his insurance contract" Olympic Steamship Co., Inc. v. Centennial Ins. Co., 117 Wn.2d 37,
22 53 (1991). Plaintiff filed this action seeking a judicial declaration that plaintiff had no duty to
23 defend or indemnify defendants with respect to claims regarding defendants' management of the
24 Point Ruston real estate project asserted in the state court action Thomsen Ruston LLC v. Point
25 Ruston LLC, Pierce County Superior Court, Civil Case No. 20-2-05437-8. This Court found
26 plaintiff has a duty to defend defendants in the underlying action, (Dkt. # 62), a conclusion that
27 was affirmed by the Ninth Circuit (Dkt. # 76). Accordingly, defendants are entitled to an award
28 of attorney fees pursuant to Olympic Steamship with regard to Starr's duty to defend.

ORDER GRANTING DEFENDANT'S RENEWED
MOTION FOR OLYMPIC STEAMSHIP FEES - 1

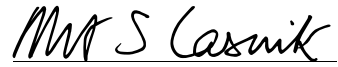
1 An Olympic Steamship award is an equitable remedy designed to ensure that the insured
 2 gets the full benefit of its contract. Panorama Village Condo. Owners Ass'n Bd. of Dirs. v.
 3 Allstate Ins. Co., 144 Wn.2d 130, 143-44 (2001). The intent to make the insured whole is
 4 clear. See Leingang v. Pierce County Med. Bureau, Inc., 131 Wn.2d 133, 149
 5 (1997) (citing McGreevy v. Oregon Mutual Ins. Co., 128 Wn.2d 26, 40 (1995)). Thus, this fee
 6 award should include “all of the expenses necessary to establish coverage.” Panorama Village,
 7 144 Wn.2d at 144. Here, defendants have limited their request to the attorney fees incurred in
 8 connection with Starr’s duty to defend, plus the fees incurred in connection with this motion.
 9 Dkt. # 92 at 2 (citing Fisher Properties Inc. v. Arden-Mayfair, Inc., 115 Wn.2d 364, 378 (1990)
 10 (explaining the “general rule” that “time spent on establishing entitlement to, and amount of, a
 11 court awarded attorney fee is compensable where the fee shifts to the opponent under fee
 12 shifting statutes”)).

13 While Olympic Steamship itself does not require that equitable fee awards be
 14 “reasonable,” Eagle W. Ins. Co. v. SAT, 2400, LLC, No. C15-1098-RSL, 2017 WL 6033158
 15 (W.D. Wash. Jan. 12, 2017), the Washington Supreme Court has interpreted Olympic Steamship
 16 as providing for an award of “reasonable attorney fees.” See Panorama Village, 144 Wn.2d at
 17 144. After reviewing the instant motion and related materials, as well as defendant’s initial
 18 motion for attorney’s fees (Dkt. # 68) and materials related to that motion, the Court finds that
 19 the hours incurred and rates applied (\$550 and \$570 per hour) are reasonable.

20 For all of the foregoing reasons, IT IS HEREBY ORDERED THAT defendants’ motion
 21 for attorney’s fees (Dkt. # 92) is GRANTED. Starr Indemnity & Liability Company shall, within
 22 twenty days of the date of this order, pay to defendants attorney's fees in the amount of
 23 \$57,485.¹

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 28 ¹ This figure represents defendant’s lodestar calculation (\$55,164.50) plus fees incurred in
 connection with this motion (\$2,320.50).

1 DATED this 21st day of November, 2022.

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5 Robert S. Lasnik
6 United States District Judge
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